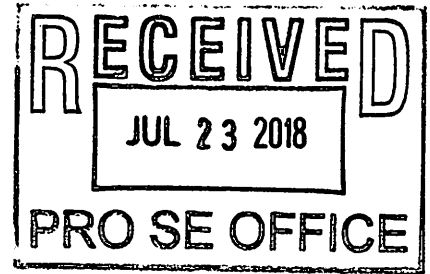


ORIGINAL

BETSY COMBIER
315 East 65th Street, Apt. 4C
New York, N.Y. 10065
917-596-1762
Betsy.combier@gmail.com

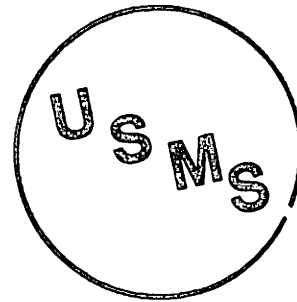


Hand Delivered
VIA FEDEX

January 8, 2018

Hon. Margo K. Brodie
United States Federal Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, N.Y. 11201

Hon. Roanne Mann
United States Federal Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, N.Y. 11201



Copies: Pro Se Desk

Lucio Celli
(FEDEX)

RE: Combier v. Portelos, et. al.
Docket No.: 1:17-CV-02239

OBJECTIONS TO THE REPORT AND RECOMMENDATION OF CHIEF MAGISTRATE
JUDGE ROANNE L. MANN

Dear Judges Brodie and Mann,

I am submitting to you both copies of my Objections to the Report and Recommendation of Magistrate Roanne L. Mann.

I was asked to submit these Objections on or before July 23, 2018 in order to preserve my right to an Appeal, and I am complying with this request.

An exact copy is sent by FEDEX to Lucio Celli.

Thank you,

Respectfully,

Elizabeth Betsy Combier
Elizabeth Betsy Combier

Dropped off in court
July 23rd 2018

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ELIZABETH "BETSY" COMBIER,

Plaintiff

DOCKET NO. 17-cv-02239 (FB)(RLM)

-against-

OBJECTIONS TO THE REPORT AND
RECOMMENDATION OF
MAGISTRATE JUDGE ROANNE L. MANN

FRANCESCO PORTELOS, LUCIO CELLI,
BRYAN GLASS, ESQ., JORDAN HARLOW, ESQ.,
NEW YORK CITY DEPARTMENT OF
EDUCATION, CARMEN FARINA, CHANCELLOR
OF THE NEW YORK CITY DEPARTMENT OF
EDUCATION, all sued individually and officially,

Defendants

PLAINTIFF ELIZABETH "BETSY" COMBIER, proceeding pro se respectfully
clarifies the facts in her Second Amended Complaint ("SAC") and objects to the Report and
Recommendation written by Chief Magistrate Judge Roanne L. Mann ("Report"), dated July 5,
2018 with a due date of July 23, 2018 as follows:

The Report says, on p. 2, that "This case involves what is essentially a dispute between private parties competing to represent tenured New York City public school teachers in disciplinary hearings". This is, in my opinion, not what this case is about, and Francesco Portelos and Lucio Celli are not acting as cited in my Complaint, as private citizens, but as teachers, educators and state actors. Attorneys Bryan Glass and Jordan Harlow are also state actors in this matter, because they worked closely and collaborated with Portelos and Celli as they created a scheme to deny me my livelihood, as an advocate for NYC Department employees who are undergoing some kind of disciplinary challenge or charges.

To prevail in a 42 U.S.C.S. § 1983 suit, a plaintiff must show that the defendant is a state actor. A private party is only considered a state actor in the "rare circumstances" that the private party meets one of three recognized tests: the State compulsion test, the public function test, or

the nexus/joint action test. To meet the State compulsion test, the State must have "coerced or at least significantly encouraged" the complained-of action. The public function test requires that the private party was performing a public function "that was traditionally the exclusive prerogative of the State. I believe that the actions of Attorney Bryan Glass have shown proximate cause to be considered a state actor collaborating with Francesco Portelos and Lucio Celli on destroying my business as an advocate to achieve private gain.

The analysis of C.F.A.A. in the Report focuses on one clause, #5, where a computer is destroyed. The C.F.A.A. that I used for my complaint encompasses the improper access to information and data, and that is what happened here. Portelos, a computer teacher and engineer, used his knowledge to hack into my email and blog, and steal the post that he liked, about Carmen Farina talking to her "army" of lawyers and arbitrators in 3020-a hearings (February 2015). Portelos, always a state actor (everything he sends out has his name as an "Educator" on it).

Also, I am not in competition with any one as far as 3020-a tenured teachers' disciplinary hearings. I have sat in and worked on 3020-a hearings for fifteen years. Francesco Portelos was charged with 3020-a and sat through his hearing. He has no other knowledge of the process. Lucio Celli, as far as I know, has not been charged with 3020-a, although he is now sitting in a rubber room in the Bronx, and probably will be charged in September. Bryan Glass does not do 3020-a hearings now, and may have worked on 4-5. Jordan Harlow may have worked on 9-10 3020-a hearings. I have studied the decisions of arbitrators in 3020-a cases submitted to NYSED since 1990, and am considered by many to be an "expert" in this limited area of teacher discipline.

I filed the Complaint because two public school teachers acting as NYC Department of Education school employees/state actors, not private citizens, colored themselves with the law to defame me, interfere with my business, make serious claims that violate N.Y.S. Penal Code 240.50 and other State laws, as state actors because they took on duties allowed only by the State, namely posting online notices that I was a criminal, and thief. They were, and are, acting as state actors in supposedly "cleaning up" the harm I have done to employees. Those conclusions were baseless, and only available to law enforcement to conclude. Both Portelos and

Celli did not claim at any time over the past three years that their conclusions were their 'opinion'.

Francesco Portelos used his so-called "fame" as an anti-UFT activist to spread malicious information about me that he knew was not true, on facebook, his UFT Solidarity websites, and his own website, "Educator Fights Back" as an "Educator". On p. 24 of my SAC, I copied Portelos' email which was sent to his listserv and placed onto his facebook page and website:

"Apparently, others have been warning about this for some time. and if you have been burned, join the others in the complaint. We have enough trouble with our employer and union. We don't need another obstacle when it comes to surviving. www.tinyurl.com/BetsyCombier" (the poster about me being a criminal).

He sent this out as "Educator".

Portelos is not speaking as a private citizen or a UFT representative, but as a NYC DOE employee, an "Educator" state actor, supposedly "protecting" all other employees from me, the criminal.

Second, at no time have I ever acted as an Attorney, told anyone I was an Attorney, signed papers as an Attorney, or in any way falsified my credentials so that people believed I was a lawyer. I never stole any money from Lucio Celli and I was never barred from 3020-a hearings. I never stole or used my husband's account at Hunter College. Everything that Lucio Celli submitted to this Court is a lie. Attorneys Bryan Glass and Jordan Harlow also lied about me in their papers, saying I have a long history of defaming them and libeling them. How? When? I have given my opinion, and I submitted examples of what I know to be specific examples of their slander of me to clients. They claimed that I was barred from 3020-a hearings, which is an absolute lie.

Portelos' claim to fame is that he discovered wrong-doing by Linda Hill, the former Principal at

I.S. 49 in Staten Island, and he spoke about it to the School Leadership Team. He was then crushed by his employer the NYC Department of Education with 38 charges of misconduct, and he was found guilty of many of these charges in a decision dated April 30, 2014 by Arbitrator Felice Busto.

p. 57-58 in the documents sent to Judge Mann (Docket 117, dated 5/03/18) has the following statements made by Arbitrator Busto in her decision against Portelos:

“The Department takes issue with one of Respondent’s main defenses that he could engage in conduct as long as it was not illegal. Respondent is required to follow the regulations and policies of the Department that also may proscribe conduct even if that conduct is legal.....

The Department submits that Respondent was duplicitous in his testimony and that many of his actions were driven by paranoia and his desire to have power. His postings on his blog are riddled with sarcasm and violent images....The Department maintains that Respondent has shown that he will go after any individual who he believes has wronged him.....[he] stopped at nothing to humiliate or denigrate them....The atmosphere that Respondent created of fear and mistrust is not conducive to learning and does not provide a good example to children....the Department maintains that none of Respondent’s disruptive behavior resulted from his union position or his right to free speech.....rude, insolent and disrespectful behavior is not protected even when expressing legitimate union or labor related concerns....Respondent felt entitled to act as judge, jury and executioner in making accusations, collecting evidence on his own and then drawing his own conclusions with complete disregard of the official investigators who are charged with making these determinations.[p. 60]

Further, with respect to the penalty, the Department contends that Respondent is beyond remediation. When you are an enemy of Portelos it is “no holds barred” because he continues to malign people even when conduct is unsubstantiated by agencies, grievances are denied or cases are dismissed by a court of law.

Respondent has also demonstrated that he does not believe that the rules apply to him.”

The Department asked that Busto fire Portelos. Busto did not fire Portelos, but did warn him about continuing his misconduct. (see pp. 103-107, Busto Decision, Docket #117)

Of note is this statement on p. 104:

“The new [NYC DOE Social Media] guidelines, promulgated in the spring of 2013, do not ban personal blogs and further state that they alone will not be used for disciplinary purposes absent a showing of a violation of regulation, law or policy.”

And,

“At the same time, Respondent, in his quest to defend himself, lost sight of the fact that the Department is his employer, and not his enemy. Notwithstanding the events of the last two years, Respondent must refocus his energies on their shared mission of educating children.” (Busto, p. 106).

True to form, Portelos, angry that the Department had charged him, and angry that his own Union had not supported him in his attacks on Principal Linda Hill, decided to put himself above the law and go after everyone who did, or does, not support him. He set up UFT Solidarity not as a cause inside the UFT, but as an anti-UFT mob which has the following mission:

““Issues at Your School” – An email no NYC principal wants to receive
AUGUST 4, 2015

Turning the tables. That’s what progressive caucus UFT Solidarity began to do when members contact us that they are under warrantless attack. For almost a decade NYC DOE administrators had unfettered power to destroy careers. Problem with a teacher who grieves contractual violations or want to get rid of a pesky chapter leader? No problem. All a principal had to do was start building a paper trail of trumped up charges and fraudulent observations. Sometimes a simple phone call to the DOE’s Office of Special Investigation (OSI) would do the trick. The teacher would be removed for months or years without knowing why they were removed. That’s if they were tenured. If not, they would be discontinued and out in a few days. The union? The UFT has been absent in thwarting attacks against members and sometimes is actually involved in helping the members get railroaded See (UPDATED) Bizarre Behavior Coming from Queens UFT Office. So what is a member under attack to do? Well, luckily we live in the age of technology and have come up with some tools to fight back. This is how it works, and it does work. (Not all the time but it’s getting better.)

At UFT Solidarity, we have collaborated on an email we send to administrators who are bullying and harassing our members. The email is written in a way where we let the administrator know that the members in their school are not sitting ducks and will have support. We let the administrator know that we are educating their staff on how to fight back and encourage them to support and not continue their attacks. What we hope, or assume, happens is that the administrator sends it to their superintendent and DOE lawyers. In turn we hope that the superintendent and lawyers respond to the administrator with something like this:

“Oh no. We have seen these before and it can get ugly. Expect there to be Freedom of Information Law requests on your records such as time cards, financial records and emails.

They even obtain video surveillance footage. Your staff is probably already secretly recording you. Expect stories of you to be added to social media with comments being added by staff, students and parents. You will be added to their Administrator's in Need of Improvement (ANOI) list online if you have not been already. uftsolidarity.org/anoi. Expect them to launch investigations on anything you have done that violates a chancellor's regulation, policy or law. Investigators will be coming. Finally, expect a group of their members and your staff and students, albeit small, to be outside your school with flyers and signs. If you have not bought a Costco size bottle of Tylenol, then we suggest you do that."

At least that is what we hope the lawyers tell the administrator and they second guess their future actions.

The Email:

Principal X,

Unfortunately your school has come to the attention of our teacher advocacy group. Apparently there are allegations of harassment and unwarranted attacks on educators at your school. As you could imagine, an atmosphere of workplace bullying and harassment is not conducive to a nurturing learning environment for our students.

Just as a courtesy, we are letting you know that we are educating your staff members with information on how to defend their careers so they may continue to instruct and nurture students to their fullest potential. Those tools can be in the form of legally audio recording, using the Freedom of Information Law to obtain information necessary to prove their allegations against you, organizing rallies and creating various social media articles.

Perhaps your best recourse would be to speak with the superintendent, your senior field counsel and Borough Support Center representative, to figure out ways to support educators rather than treading on their careers.

Thank you.

Sincerely,

UFT Solidarity

"Building a stronger union."

If you don't believe me, then you can perform an internet search on many of the administrators we have listed on our ANOI list. You can ask Principal Micheaux and AP Martinez of the Bronx. Ask Principal Adonna McFarland or Principal Namita Dwarka. Our list is over 100. Namita Dwarka and her school has been on the cover of the NY Post the last three days. The brave people responsible are UFT Solidarity members and supporters who have been following our playbook.

Also see our campaign page as our team and platform are growing. For this reason I have not been able to blog much here. My time has been spent building and organizing with great educator activists and enjoying time with my family. My sleeves are rolled up and we are ready to increase our work this September. Our ATR Alliance group is also growing and becoming more knowledgeable. A similar letter is being drafted for ATR Field Supervisors.

As we delve deeper into the UFT 2016 campaign season, expect more push back in more schools. We will bring positive change one way or another. Improving the classroom settings will improve the classroom learning.

UFT Solidarity - "Building a Stronger Union."

UFTSolidarity.org

Join us on Facebook <https://www.facebook.com/UFTSolidarity>
Follow me on Twitter: <https://twitter.com/mrportelos>

Here is the link:

<http://educatorfightback.org/issues-at-your-school-an-email-no-nyc-principal-wants-to-receive/>

When Portelos came out with his “Don’t Tread on Educators” website and the “Administrators in Need of Improvement” or “A.N.O.I.” list of “bad” principals, I heard from several teachers who had been charged with 3020-a charges that they were targeted after they saw that the principal was on the list. I mentioned this to a few of my friends, and former ATR Laurie Luft asked Portelos if he knew that his list was putting some teachers in danger of receiving 3020-a charges. Both Laurie and I were immediately attacked by Portelos. I told him that I believed his websites to be libelous and inappropriate.

The nail in my “coffin” came at the end of August 2015, when Portelos met with Randi Weingarten about getting hired by the UFT, and Randi did not hire him. In fact, she told Portelos she thought I did a great job as a Special Representative at the headquarters, 2007-2010. On September 20, 2015, Portelos held a meeting for teachers who were angry at the UFT and DOE just like he was, and videotaped former UFT newspaper reporter (he was fired by Randi in August 2010) Jim Callahan saying I was a homophobe and should never have had a job with the UFT. I was shocked. I am not a homophobe, and never discriminate against anyone unless there is abuse and violence. I called Portelos and asked him to take down this video, or at least edit out the slander I saw and heard on the video (Lucio Celli sent it to me). Portelos screamed at me to shut up, that I think I am so wonderful but he would show that I am not, and told me never to call him again. We have never spoken, but I have continuously begged him, Celli, and Glass and Harlow to stop their vicious online attacks. All in vain. Portelos needed to base his lies on someone who would freely perjure himself. Thus, the team of Portelos and Celli began, in 2016.

Then, starting in October 2016 when I was sent the poster about my “criminal acts”, I heard that Portelos and teachers in NYC who follow him were filing a lawsuit against me, and the lawyers were Bryan Glass and Jordan Harlow.

All tenured employees at the Department of Education have the following language in the charges: “conduct unbecoming”. But what does that mean? As a parent of four children who went through the public schools of NYC, I believed that my daughters’ teachers were exceptional, moral and ethical people who would protect my daughters from harm. The standing of “in loco parentis” has been applied to teachers - they have the rights and responsibilities of a parent while the student is under their care. This is a comparison only, as it is superseded somewhat by the fact that teachers are government workers. However, in some areas, this comparison of teacher to reasonable parent exists and is the ‘norm’. Teachers are supposed to be role models for young minds. Instead, Portelos and Celli have done just the opposite. Celli’s repulsive language, his falsification of all reality, his allegations against anyone who he thinks betrayed him, is well known to the NYC DOE through Celli’s incessant sending of emails to everyone in New York City. Judge Brodie cited him for his papers submitted to her (see docket #135, 5/22/2018). Judge Brodie also cites the unpublished emails sent in Celli’s own Federal Lawsuit as disturbing. I am not alone in believing that Defendant Lucio Celli is a state actor who is mentally ill. He needs medical attention.

Sadly, should this case be dismissed, both Celli and Portelos will have a field day making fun of me, the Federal Courts, and the Judges.

On May 31, 2018, I was surprised to see an email from Portelos as follows, and please take note that all emails sent by Portelos now and in the past list him as “Educator”:

“Francesco Portelos <mrportelos@gmail.com>

Ma
y
31

to me

Betsy,

I hope this email finds you well. I'm in the process of filing a suit against you. Not a counter suit, but a whole new suit based on information I've obtained and how you have worked on violating my rights. Some information through your own admission in court.

In lieu of filing, and having all the time and trouble it takes for appearances, travel, motions and responses, I'm offering you a chance to settle our dispute and differences.

In a nutshell, I take all references to you off the web, that I'm in control of, and you do the same. We cease and desist from talking about each other online and offline to people, including the emails you are sending to those I'm involved with in and outside the DOE. We forget each other exist and move on.

Let me know soon.

Francesco A. Portelos
Educator
www.EducatorFightsBack.org

On July 20, 2018 I received the following from a NY POST Reporter, who received it from Lucio Celli:

Morning Ms. Eldelman,

Tell Betsy that she needs to demand “mandatory recusal” of Hon. Mann and Hon. Brodie because they with Hon. Cogan sent the US Marshalls to my house and lost the privilege to hear the case against me and Portelos

A judge is not allowed or has discretion to sit to hear a case when they have personal knowledge

Or to hear case that a judge worked at a law firm (like Cogan—he was a partner) did for the uFt) or when Randi told me that Cogan worked a case similar to mine when he was of counsel to the uft —this was prior to Randi blocking me

Confidential-- texts from Lucio:

I will support Betsy's motion, if she were to file it.... the decision is in my favor but justice has to have the appearance of justice

When you're ready for more videos, i still have them
I want to make this who needs to have more shame them or me

Sent from my iPhone

On p. 6 of the Report, Magistrate Mann states that there are no allegations regarding Chancellor Farina or the DOE in my SAC. I object, and ask for reconsideration of this statement.

The vicarious liability I wrote about in my SAC stems from the fact that Portelos, Celli, Glass and Harlow are all participants in the 3020-a disciplinary process of DOE employees which I say and write on my blogs is seriously in need of revision. In fact, the disarray of the DOE in using Education Law 3020-a appropriately and fairly is the subject of the 3020-a Arbitration Newswire postings that were stolen from my blog NYC Rubber Room Reporter in July 2016. I also cited a FOIL request for the information about a meeting held by Carmen Farina in February 2015, and I wrote the following on the information only I got, concerning Carmen Farina's personal view of the disciplinary process of 3020-a:

The 3020-a Arbitration Newswire: Digging Up The Garbage On the UFT/DOE Partnership of Harm For Charged DOE Employees

http://nycrubberroomreporter.blogspot.com/2016/05/the-3020-arbitration-newswire-digging_28.html

Portelos violated my terms of service, which says that all information used by anyone that comes from my blogs must attribute the material to me. My DISCLAIMER has been on the blog since I started it in 2007:

"DISCLAIMER

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We have followed what we believe to be the guidelines of US Code TITLE 17, Chapter 1, Section 107: FAIR USE: "the fair use of a copyrighted work, including such use by reproduction in copies or phone records or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching, scholarship, or research, is not an infringement of copyright." We will, if asked with good reason to remove any material from our site that the original owner feels may jeopardize their standing before the Law, do so. We oppose violence of any kind, disrespect, verbal or physical abuse, and any kind of theft or hurtful behavior toward

anyone at any time, and expect all users of this blog to be mindful of these values and use the information we have collected in good faith. We have made every effort to describe the actions, not motives, of public people, and we have supported everything that we post with documents to prove the validity of what we say in order to not make any fraudulent or false claims.

We believe that it is a civic duty to expose wrong-doing, and we have the legal right to name the perpetrators who pursue illegal activities as defined by the respondents to their actions. If a public official or employee writes, says, or does anything that is against the Laws of this country or that falsifies data which leads to the intentional infliction of emotional distress, harassment, verbal and/or physical abuse of a student/parent/teacher, we claim license to post the acts of such people on our website, with the name of the perpetrator. The truth is not defamatory. We claim that we are not "out to get" any particular person.

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From the day that I posted this article, with the video and the transcript and vouchers for all attendees, I have used Carmen Farina's view that tenure rights can be usurped by speedy trials in all my hearing closing arguments.

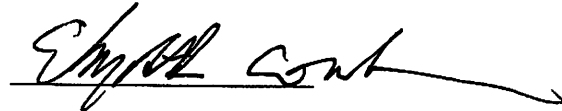
Francesco Portelos hacked into my blog in July 2016 and deleted everything that was on the right column. He then posted the video on his website as part of his 3020-a Guide, saying he "obtained" the information. I was able to put back the video and transcript that I obtained through FOIL, but a lot of my links were too many to replace.

My blog is an electronic communication service, has emails, and people email me every day. I answer any which are not anonymous, and I will not post insulting emails.

I do not sell a product on my blog, but I do use this blog as an electronic bulletin board on what is happening in the world of the NYC DOE and disciplinary hearings. My business has been destroyed by Portelos and Celli, as can be seen by the fact that whereas I used to have ten or more 3020-a hearings per school year, now I have 1-3.

I believe that I have made a cause of action for 1983 claims for consideration by this court as well as the State Law claims, and I hope that this case can move forward.

Dated: July 23, 2018

A handwritten signature in black ink, appearing to read "Elizabeth Combier", written over a horizontal line.

Elizabeth Combier

FROM: (917) 596-1762
BEV'S COMBIER
 315 EAST 65TH STREET
 apt 4c
 New York NY 10028
 US

SHIP DATE: 23 JUL 18
ACT WGT: 1.00 LB
CAD: 100786131/MET4040
DIMMED: 12 X 8 X 2 IN
BILL SENDER

Tolucio celli

2743 SEYMOUR AVENUE

BRONX NY 10469

(US)

(000) 000-0000

REF: COPYLAND 2 AVE

INV: COPYLAND 2 AVE

DEPT: COPYLAND 2 AVE

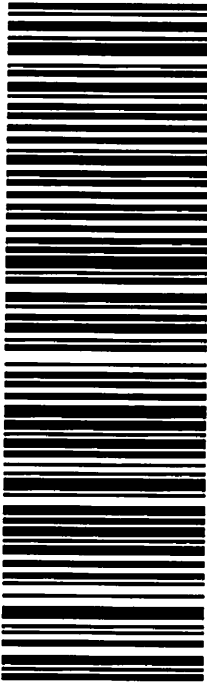


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10469

9622 0019 0 (000 000 0000) 0 00 7727 9523 1539



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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: IMPORTANT: TRANSMIT YOUR SHIPPING DATA AND PRINT A MANIFEST:

At the end of each shipping day, you should perform the FedEx Ground End of Day Close procedure to transmit your shipping data to FedEx. To do so, click on the Ground End of Day Close Button. If required, print the pickup manifest that appears. A printed manifest is required to be tendered along with your packages if they are being picked up by FedEx Ground. If you are dropping your packages off at a FedEx drop off location, the manifest is not required. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented loss. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.